

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS000124600009
AMENDMENT NO. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES ("DSHS")** and **DEEP EAST TEXAS REGIONAL ADVISORY COUNCIL (RAC) ("Grantee")**, parties to that certain Emergency Medical Services (EMS)/County (CO) Regional Advisory Council (RAC) (EMS/CO-RAC) contract effective May 1, 2018, and denominated DSHS Contract No. HHS000124600009 (the "Contract"), now desire to amend the Contract.

WHEREAS, the Parties desire to revise the Signature Document under the existing EMS/CO-RAC Contract; and

WHEREAS, the Parties desire to update the requirements for receiving and expending funds under the existing FY19 EMS/CO-RAC activities; and

WHEREAS, the Parties desire to add new activities for FY20 and extend the term of the Contract to allow successful completion of the deliverables; and

WHEREAS, the FY20 Contract activities will require additional funding in the amount of **ONE HUNDRED FORTY-TWO THOUSAND SEVEN HUNDRED EIGHTY-NINE DOLLARS (\$142,789.00)**.

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

1. **SECTION III** of the Signature Document, **DURATION**, is hereby deleted in its entirety and replaced with the following:

III. DURATION

The Contract is effective on **May 1, 2018**, and terminates on **August 31, 2020**, unless renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

2. **SECTION IV** of the Signature Document, **BUDGET**, is hereby deleted in its entirety and replaced with the following:

IV. BUDGET

The total amount of this Contract will not exceed **THREE HUNDRED FIVE THOUSAND ONE HUNDRED FIFTY-THREE DOLLARS (\$305,153.00)**. This total amount is comprised of **ONE HUNDRED SIXTY-TWO THOUSAND THREE HUNDRED SIXTY-FOUR DOLLARS (\$162,364.00)** for the FY19 Contract activities, which must be completed within the period of May 1, 2018, to August 31, 2019 and **ONE HUNDRED FORTY-TWO THOUSAND SEVEN**

HUNDRED EIGHTY-NINE DOLLARS (\$142,789.00) for the FY20 Contract activities, which must be completed within the period of May 1, 2019, to August 31, 2020.

*This amendment will be adding RAC Systems Development funds in the amount of **FIFTY-NINE THOUSAND SEVENTY-EIGHT DOLLARS (\$59,078.00)** which has been included in the total amount of the Contract. As the RAC Systems Development funding has not yet been secured, no RAC Systems Development activities should be performed and no funding requests should be made until Grantee receives a "Notice To Proceed" from the System Agency.*

*The amount added by this amendment for RAC Systems Development activities represents a not-to-exceed amount and the exact amount of the funding available for RAC Systems Development will be specified in the "Notice To Proceed" and may be less than the amount stated above. In the event the RAC Systems Development funding is less than the amount stated above, the Notice To Proceed" will also specify the new Contract total. If the "Notice To Proceed" has not been issued by September 30, 2019, the RAC Systems Development allocation will not be funded and the total amount of the Contract will not exceed **TWO HUNDRED FORTY-SIX THOUSAND SEVENTY-FIVE DOLLARS (\$246,075.00)**. This total amount is comprised of **ONE HUNDRED SIXTY-TWO THOUSAND THREE HUNDRED SIXTY-FOUR DOLLARS (\$162,364.00)** for the FY19 Contract activities and **EIGHTY-THREE THOUSAND SEVEN HUNDRED ELEVEN DOLLARS (\$83,711.00)** for the FY20 Contract activities, which must be completed within the period of May 1, 2019, to August 31, 2020. All expenditures under the Contract will be in accordance with ATTACHMENT A-1, FY19 REVISED STATEMENT OF WORK, and ATTACHMENT A-2, FY20 STATEMENT OF WORK.*

3. The Parties agree to delete ATTACHMENT A, STATEMENT OF WORK, of the Contract in its entirety and replace it with ATTACHMENT A-1, FY19 REVISED STATEMENT OF WORK, which is attached hereto and incorporated into the Contract as if fully set forth therein.

4. The Parties agree to the addition of ATTACHMENT A-2, FY20 STATEMENT OF WORK, which is attached hereto and incorporated into the Contract as if fully set forth therein.

5. The Parties agree to the addition of ATTACHMENT B-1, EMS TRAUMA CARE SYSTEM ACCOUNT FY2019 ELIGIBLE EMS PROVIDERS – DEEP EAST TEXAS RAC, which is attached hereto and incorporated into the Contract as if fully set forth therein.

6. The Parties agree to delete the SUPPLEMENTAL CONDITIONS section set forth in ATTACHMENT E of the Contract, SUPPLEMENTAL AND SPECIAL CONDITIONS, in its entirety and replace it with the following:

The Following Supplemental Condition Applies to This Contract and Modifies ATTACHMENT C, HHSC Uniform Terms and Conditions:

A. Section 8.01, Contract Management, is hereby amended to add the following:

System Agency may hold funds and not process a Grantee initial or upcoming lump sum EMS/RAC or RAC Systems Development payment if the System Agency, in its sole judgement, determines that a required report(s) is late, incomplete,

unsatisfactory, or inaccurate. This applies to reports required for the current Contract term as well as reports for the previous Contract term, which due dates may fall within the current Contract term. Failure to comply with the reporting requirements outlined in the Contract will result in notification to the organization's board members and may result in a fund hold due to noncompliance as follows:

- 1) Upon the first instance of noncompliance, a hold status will be implemented for a period of ten (10) business days from the due date established for the initial or lump sum payment or until the Grantee successfully meets all of the reporting requirements, whichever time frame is greater. Should the delinquent reporting occur during a timeframe when an initial or lump sum payment is in the future, the hold status will be implemented on the due date of the upcoming payment and will remain in effect as previously detailed above.
- 2) Upon the second instance of noncompliance, a hold status will be implemented for a period of fifteen (15) business days from the due date established for the initial or lump sum payment or until the Grantee successfully meets all of the reporting requirements, whichever time frame is greater. Should the delinquent reporting occur during a timeframe when an initial or lump sum payment is in the future, the hold status will be implemented on the due date of the upcoming payment and will remain in effect as previously detailed above.
- 3) Upon a third instance of noncompliance, a hold status will be implemented for a period of fifteen (15) business days from the due date established for the initial or lump sum payment or until the Grantee successfully meets all of the reporting requirements, whichever time frame is greater. Should the delinquent reporting occur during a timeframe when an initial or lump sum payment is in the future, the hold status will be implemented on the due date of the upcoming payment and will remain in effect as previously detailed above. Additionally, the Grantee will be required to participate in a conference call with board representation, and the Grantee will be placed on sanctions including accelerated monitoring.

7. The Parties agree to amend the **SPECIAL CONDITIONS** section set forth in **ATTACHMENT E** of the Contract, **SUPPLEMENTAL AND SPECIAL CONDITIONS**, to add the following:

SECTION 1.06 EQUIPMENT PURCHASES

Grantee and its subrecipients may initiate the purchase of equipment as defined in the Grant Technical Assistance Guide, available at <https://www.dshs.texas.gov/contracts/gtag.aspx> , on or before July 1, 2020, as documented by issue of a purchase order or written order confirmation from the vendor. In addition, all equipment and supplies must be received by Grantee or its subrecipients no later than forty-five (45) calendar days following the end of the Contract term. Failure to initiate the purchase of equipment on or before the deadline may result in disallowed costs. *Exception: Equipment purchased with Local Project Grant (LPG) funds must be purchased on or before August 31, 2019.*

8. This Amendment No. 1 shall be effective as of the date upon which both Parties have signed this Amendment.

9. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract shall remain in full force and effect.

10. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 1
DSHS CONTRACT NO. HHS000124600009**

DEPARTMENT OF STATE HEALTH SERVICES

DEEP EAST TEXAS RAC

DocuSigned by:

68EB6E10899F49B...
Stephen Pahl

Associate Commissioner

DocuSigned by:

2C55CF4C89514B4...
By: _____
Name: Randall Christopher

Title: Board Chairman

Date of Execution: April 7, 2019

Date of Execution: April 5, 2019

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. HHS000124600009 ARE
HEREBY INCORPORATED BY REFERENCE:**

- ATTACHMENT A-1: FY19 REVISED STATEMENT OF WORK**
- ATTACHMENT A-2: FY20 STATEMENT OF WORK**
- ATTACHMENT B-1: EMS TRAUMA CARE SYSTEM ACCOUNT FY2019 ELIGIBLE EMS
PROVIDERS – DEEP EAST TEXAS RAC**

ATTACHMENT A-1 FY19 REVISED STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES & REQUIREMENTS

A. Emergency Medical Services (EMS)/COUNTY (CO) (EMS/CO)

Grantee will:

1. Distribute funds to eligible Emergency Medical Services (EMS) providers in Grantee's trauma service area (TSA) counties to ensure coordination within the appropriate TSA (see Attachment B);
2. Submit a Distribution Plan on the template located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm> which delineates how the Grantee will distribute funds to eligible EMS providers in the Grantee's trauma service area (TSA) counties to ensure coordination within the appropriate TSA (see Attachment B). Upon DSHS receipt, the Distribution Plan shall be incorporated as part of this Contract;
3. Distribute funds as detailed in the most current Distribution Plan on file with DSHS. Any redirection of funds allocated to an EMS provider as documented on the Distribution Plan now being redirected to another EMS provider requires that the Distribution Plan **must** be resubmitted to DSHS for review prior to distributing the funds. Funds not distributed as detailed in the most current Distribution Plan may result in disallowed costs upon the end-of-the-year reconciliation by DSHS Contract Management Section (CMS);
4. Ensure Contract funds are used only by eligible EMS providers for the following expenses:
 - a. EMS supplies;
 - b. EMS operational expenses used to maintain the viability of the organization;
 - c. EMS education and training:
 - i. Cost of meals during overnight travel only if EMS personnel are attending meetings and/or conferences that relate to this EMS/COUNTY Grant Program and technical information is being disseminated; and
 - ii. Sub-grantee(s) must have travel policies that specify maximum reimbursement limits for meals, lodging, and the mileage rate. Otherwise, the State of Texas travel policies and regulations are applied;
 - d. EMS equipment;
 - e. EMS ambulances (other vehicles may be considered upon request and prior approval by DSHS); and
 - f. EMS communication systems;
5. Ensure Contract funds are not used for the following:
 - a. Buildings or real property, unless Grantee obtains prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval;
 - b. Land;
 - c. Food (other than as specified under A(4)(c)(i));
 - d. Investments (such as stocks, bonds, or mutual funds); and

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- e. Expenses associated with a person or entity that has been hired to affect the outcome of legislation;
6. If necessary, utilize EMS/Regional Advisory Council (RAC) and/or RAC Systems Development funds to administer EMS/COUNTY deliverables;
7. Submit on the template provided by DSHS, located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm>, a complete and accurate EMS Provider Summary Report that lists all EMS providers receiving funds, which aligns with the Distribution Plan on file with DSHS, by the date listed on the most current Deliverables Reporting Calendar;
8. In the event that funds are distributed to EMS providers as an advance, Grantee will submit on the template provided by DSHS, located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm>, ***complete, reconciled, and verified accurate*** EMS Provider Expenditure Reports. The EMS Provider Expenditure Report should include the required back-up documentation by the date included on the Deliverables Reporting Calendar. EMS Provider Expenditure Reports not reconciled by DSHS by the date included on the Deliverables Reporting Calendar will result in the EMS provider not being eligible to receive funds in the following Contract term;
9. Review DSHS' Grant Technical Assistance Guide (GTAG), located online at <https://www.dshs.texas.gov/contracts/gtag.aspx> , for acceptable source documents to support expenditures identified in the EMS Provider Expenditure Report. Acceptable forms of documentation are also listed on the templates;
10. Respond to the email from the Office of EMS/Trauma Systems (OEMS) and provide a list of the eligible EMS providers that met the RAC's eligibility requirements, participated in performance improvement (PI) activities as requested, and utilized the RAC's regional protocols regarding patient destination and transport;
11. Comply with the reporting requirements on the most recent Deliverables Reporting Calendar, which will be emailed to Grantee no later than thirty (30) days from the start of the Contract term. The Deliverables Reporting Calendar is incorporated herein by reference and made a part of this Contract. The Deliverables Reporting Calendar will include deadlines for all deliverables described herein; and
12. Submit all above required reports/deliverables as well as any additional requested reports to CMUReg.svcs@dshs.texas.gov and Indra.Hernandez@dshs.texas.gov .

B. EMS/RAC

Grantee will:

1. Perform activities to develop, implement, and monitor a regional EMS and trauma system plan by facilitating trauma and emergency health care system networking within the RAC's own TSA or among a group of TSAs throughout Texas;
2. Comply with all applicable laws and regulations established at federal and state levels as these regulations now appear or may be amended during the period of this Contract. Standards and guidelines referenced are those in effect on the beginning date of this Contract and include:
 - a. Texas Health and Safety Code §§780.003-6;
 - b. Texas Health and Safety Code Chapter 773;

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- c. Title 25 Texas Administrative Code §§ 157.123, 157.130 and 157.131;
 - d. Texas Health and Safety Code §§241.182-185;
 - e. Title 25 Texas Administrative Code Chapter 133, Subchapter J; and
 - f. Title 25 Texas Administrative Code Chapter 133, Subchapter K;
3. Provide DSHS with current 24/7 contact information for the RAC Chair, Vice-Chair, Executive Director or comparable, and Executive Board members within five (5) business days of any change to the roster;
 4. Serve as a point of contact for disseminating communications from DSHS to all RAC members;
 5. Assist DSHS, as requested, in identifying critical evacuation issues for Texas hospitals and EMS providers;
 6. Participate in state and regional post-incident review activities as requested;
 7. Ensure the RAC Chair, or a RAC Executive Board member, and the person completing the Supporting Documentation reports submitted to DSHS attend any scheduled meetings with DSHS Program and CMS staff regarding the review of regional system development activities and contractual requirements. DSHS may require the Grantee to travel to Austin, Texas, to attend the meeting;
 8. Support the Perinatal Care Region (PCR) within the Grantee's TSA for descriptive and regional planning purposes and not to restrict patient referral:
 - a. Administratively support PCR;
 - b. Ensure the PCR members have fair and equitable representation on the RAC Board;
 - c. The PCR will consider and facilitate transfer agreements through regional coordination; and
 - d. Annually review the written plan to identify all resources available within the PCR for perinatal care including resources for emergency and disaster preparedness;
 9. Ensure Grantee's RAC Chair, Executive Board member, or Executive Director attend all Office of EMS/Trauma Systems Coordination RAC Chair meetings as directed by DSHS. The RAC Chair or Executive Board member is required to attend two mandatory meetings, scheduled in February and August. If the Grantee is unable to have appropriate representation at the required meetings, a waiver request with justification for not meeting this contractual requirement must be submitted in writing to DSHS two days prior to the meeting for approval;
 10. Ensure the following requirements are in Grantee's RAC bylaws and/or Standard Operating Procedures (SOP) or comparable document. The document must be submitted to DSHS for review and approval:
 - a. An election process, roles and responsibilities, terms of offices, and process for succession and removal of RAC Executive Board members and RAC officers;
 - b. A clearly defined process where the Grantee's Executive Director (ED) or equivalent position that is employed by the Grantee and the RAC Board participate in the approval of the spending plan and expenditures that are to be presented to the general membership;
 - c. DSHS meeting attendance requirements for the RAC Chair and/or an Executive Board member to attend the mandatory RAC Chair meetings in

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- February and August. The bylaws must also specifically include a defined process that discloses and addresses the mandatory attendance requirement to ensure compliance and addresses the removal of the RAC Chair and/or Executive Board member from office for failure to attend the mandatory meetings without prior written DSHS approval;
- d. A defined process that discloses and addresses all possible conflicts of interest for the RAC Executive Board members, RAC officers, and RAC staff;
 - e. Clearly defined participation requirements for designated hospitals and EMS providers that collectively ensure ongoing regional review of resources, processes, DSHS EMS/Trauma Registry-derived (at minimum) outcome data, and system Performance Improvement meetings;
 - f. A requirement to have job descriptions for each staff person, whether contracted or employed by the RAC;
 - g. An annual evaluation requirement of staff using pre-determined performance standards related to the responsibilities in the respective job descriptions;
 - h. The establishment and maintenance of a website for public access to include current information, but not be limited to:
 - i. RAC physical address;
 - ii. RAC hours of operation;
 - iii. Executive Board officers, RAC officers, and staff contact information;
 - iv. RAC meetings (general and special);
 - v. Educational opportunities; and
 - vi. Regional system development activities;
- 11.** Submit a “Board Members & Executive Officers Responsibilities Attestation Form” annually. The form provided by DSHS, located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm>, should be signed by all members and acknowledges their personal accountability for Contract funds and affirms that they viewed the DSHS “What Every Non-Profit Board Member Needs To Know” training prior to signing the form. The dates of the signatures must be within the Contract term. Members added after the signed Attestation Form is submitted must complete the online training, and submit a completed attestation form within sixty (60) calendar days of assuming office;
- 12.** Respond to all surveys requested by DSHS in the specified time frame and if applicable, on the template provided;
- 13.** Submit a categorical budget of anticipated expenditures to DSHS on the template provided by DSHS, located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm>. This budget will also be accompanied by a Narrative, on the template provided by DSHS, located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm>, outlining the Grantee’s goals during the Contract term to enhance and improve delivery of EMS and trauma patient care in the TSA region served by Grantee;
- 14.** Initiate the purchase of all EMS/RAC equipment and supplies defined as Controlled Assets, pre-approved in writing by DSHS, on or before **July 1, 2019**. Failure to timely initiate the purchase of equipment may result in disallowed costs.

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Exception: Section D: EMS/Local Project Grant (LPG): All funds must be expended on or before August 31, 2018. Funds expended after August 31, 2018, will be disallowed;

15. Maintain an inventory of equipment, supplies defined as Controlled Assets, and real property and submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to the assigned System Agency contract manager by email not later than October 15 of each year:
 - a. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000.00;
 - b. Controlled Assets consist of desktop and laptop computers (including notebooks, tablets and similar devices); non-portable printers and copiers; emergency management equipment; communication devices and systems; medical and laboratory equipment; and media equipment. Controlled Assets are considered Supplies;
16. At the expiration or termination of this Contact for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to DSHS. Title may be transferred to any other party designated by DSHS. DSHS may, at its option and to the extent allowed by law, transfer the reversionary interest in such property to Grantee;
17. Ensure funds are used for the following allowable costs:
 - a. Supplies;
 - b. Operational expenses;
 - c. Education and training;
 - d. Equipment; and
 - e. Communication systems;
18. Ensure funds are not used for the following:
 - a. Vehicles;
 - b. Buildings or real property without prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval;
 - c. Land;
 - d. Investments (such as stocks, bonds, or mutual funds);
 - e. Expenses associated with a person or entity that has been hired to affect the outcome of legislation;
 - f. To fund the salaries of Grantee's Executive Board members or executive officers, as applicable; and
 - g. Food (the cost of meals for RAC staff or RAC board members attending meetings and/or conferences that pertain to carrying out activities under the Contract where there is dissemination of technical information is allowable);
19. Submit Supporting Documentation Reports which capture monthly expenditures (i.e., Personnel, Fringe, Travel, Equipment, Supplies, Contractual, Other, and Indirect Costs) as well as programmatic and administrative costs, and program income earned from funds directly associated with this program (i.e., fees or co-

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- pays for services performed, income from the sale of items or services, registration fees collected, etc.). Rebates, refunds, discounts, and adjustments/credits should be treated as applicable credits and not as program income. If supporting documentation is incomplete, it may result in a delay in associated payment;
20. Comply with the reporting requirements on the most recent Deliverables Reporting Calendar, which will be emailed no later than thirty (30) days after the start of the Contract term. The Deliverables Reporting Calendar is incorporated herein by reference and made a part of this Contract and includes deadlines for all deliverables described herein; and
 21. Submit all above reports/deliverables to CMUReg.svcs@dshs.texas.gov and Indra.Hernandez@dshs.texas.gov.

C. RAC SYSTEMS DEVELOPMENT

1. Adhere to the following programmatic allowable costs:
 - a. The following eligible expenses are considered programmatic costs. These include but are not limited to:
 - i. Supplies/equipment and costs of personnel for EMS and injury prevention and/or education programs;
 - ii. Costs of personnel, supplies and equipment to conduct trauma-related courses (Trauma Nursing Core Course, Advanced Trauma Life Support, Basic Trauma Life Support, etc.);
 - iii. Updating and sharing with the RAC general membership the regional EMS/Trauma System Plan;
 - iv. Education of the public or trauma care providers about the regional EMS/Trauma System Plan;
 - v. Expenditures or grants to entities related to the delivery of trauma patient care and/or expediting the implementation of the Texas EMS/Trauma System;
 - vi. System PI meetings, newsletters, regional registry, regional communication systems; and
 - vii. Associated travel and registration fees for RAC staff to attend meetings/conferences related to EMS/Trauma Systems. The cost of meals for same-day travel is not reimbursable;
2. Comply with the following funding restrictions:
 - a. Buildings or real property without prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without prior written approval;
 - b. Expenses associated with membership in business, technical, and professional organizations involved in lobbying are not allowable expenses under this Contract; however, if an organization is not involved in lobbying and the Grantee can demonstrate how membership in a professional/technical organization benefits the DSHS program(s), cost of membership may be allowed with prior approval from DSHS;
3. Comply with the following non-allowable costs:
 - a. Food (the cost of meals for RAC staff or RAC board members attending meetings and/or conferences that pertain to carrying out activities under the

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- Contract where there is dissemination of technical information is allowable);
- b. Land;
 - c. Investments (stocks, bonds, mutual funds, etc.); and
 - d. No more than 20% of the RAC SYSTEMS DEVELOPMENT funds allocated amount may be utilized for administrative costs. Administrative costs are defined as those costs related to the business of the RAC. These include, but may not be limited to:
 - i. Personnel, rent, utilities, office expense (postage, copying, phone), leased office equipment and supplies, mailboxes;
 - ii. Travel to and from required statewide meetings including lodging for the Executive Director (or equivalent) and RAC Executive Board members;
 - iii. Training related to the business functions of the RAC (financial and grant writing, etc.);
 - iv. Professional services (accountant, attorney, auditor);
 - v. Internet access, furniture, and travel for above-mentioned costs; and
 - vi. Costs associated with the administration of the EMS/COUNTY program are allowable expenses under this Contract;
4. Submit Supporting Documentation Reports which capture monthly expenditures (i.e., Personnel, Fringe, Travel, Equipment, Supplies, Contractual, Other, and Indirect Costs) as well as programmatic and administrative costs, and program income earned from funds directly associated with this program (i.e., fees or co-pays for services performed, income from the sale of items or services, registration fees collected, etc.). Rebates, refunds, discounts, and adjustments/credits should be treated as applicable credits and not as program income. If supporting documentation is incomplete, it may result in a delay in associated payment;
 5. Convene at a minimum, three (3) general membership meetings and provide during the meeting a financial report, which includes funds expended, planned expenditures, and remaining balance. Submit a copy of the financial report and agenda to DSHS. The financial report due dates are listed on the most current Deliverables Reporting Calendar. A general membership meeting should be held within the following time frames:
 - a. September 1 to December 31;
 - b. January 1 to April 30; and
 - c. May 1 to August 31;
 6. Submit Final Expenditures and Reports to DSHS. The final reports shall consist of the following:
 - a. An Annual Report, on the template provided by DSHS, located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm>, of the Grantee's activities to include:
 - i. Evidence of the uses of the most recently completed year regional injury mortality and morbidity data, from the DSHS EMS/Trauma Registry used in developing the annual needs assessment, as well as a copy of the current Regional Trauma System Plan;

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- ii. Documentation of training to enhance trauma care provided to all entities on the Regional Trauma System Plan;
 - iii. Results of the annual needs assessment; and
 - iv. Evidence of ongoing system PI;
 - b. An Annual Participation Report which includes a list of participation on regional local committees for development/maturation of the regional system for the following:
 - i. Designated hospitals and hospitals seeking designation;
 - ii. EMS providers;
 - iii. Recognized First Responder Organizations; and
 - iv. Any other stakeholders;
 - c. A Final Supporting Documentation Report that includes September 1, 2018, to August 31, 2019, expenditures; and
 - d. A Final Narrative describing specifically how the funds were utilized to enhance and improve the delivery of EMS and trauma patient care in the region served;
- 7. Review DSHS' Grant Technical Assistance Guide (GTAG) located online at: <https://www.dshs.texas.gov/contracts/gtag.aspx>. Grantee will maintain as part of its accounting records and prepare to submit to DSHS within 14 days upon request, the following source documents to support expenditures identified in the Supporting Documentation Reports:
 - a. A detailed general ledger specific to this program that identifies and reconciles to costs reported in the Supporting Documentation Reports;
 - b. Timesheets or other record of actual hours worked that reflect an after-the-fact distribution of the actual time spent on each activity, or documentation to support compliance with a substitute timekeeping system previously accepted by DSHS;
 - c. A payroll register, or similar report, that reflects 100% of the gross pay for employees charged to the Contract;
 - d. A labor distribution report, or similar document, that reflects the portion of an employee's gross pay charged to the Contract;
 - e. Vendor invoices for health, dental and similar fringe benefits; quarterly payroll tax reports for Federal Insurance Contributions Act (FICA) and unemployment; and any other pertinent information necessary to support fringe benefits charged to the Contract;
 - f. Travel expense reports (including hotel bills and other applicable receipts) and/or mileage logs and the RAC Travel Policy to support travel costs charged to the Contract;
 - g. Purchase orders, invoices, receiving reports, and any other pertinent source documents for expenses charged to the Contract in the Equipment, Supplies, and Other categories;
 - h. Reimbursement requests, vouchers, or invoices to support costs charged to the Contractual category;
 - i. Evidence of programmatic and financial monitoring efforts (i.e., review/analysis of supporting documentation, reconciliation of costs to general ledger, reports, etc.) on reimbursed subgrantees; and

ATTACHMENT A-1 FY19 REVISED STATEMENT OF WORK

- j. Records to support the amount of program income earned from funds directly associated with this program;
- 8. Comply with the reporting requirements on the most recent Deliverables Reporting Calendar, which will be emailed to Grantee no later than thirty (30) days from the start of the Contract term and is incorporated herein by reference and made a part of this Contract. The Deliverables Reporting Calendar will include deadlines for all deliverables described herein; and
- 9. Submit all above reports/deliverables to CMUReg.svcs@dshs.texas.gov and Indra.Hernandez@dshs.texas.gov.

D. EMS/LOCAL PROJECT GRANT (LPG)

Grantee will:

- 1. Be allowed to choose to complete any of the following projects within the first four months of the Contract term (May 1, 2018, through August 31, 2018). Projects must be submitted to CMUReg.svcs@dshs.texas.gov and Indra.Hernandez@dshs.texas.gov for approval prior to expending funds:
 - a. Promote and conduct Bleeding Control (BCon) courses for stakeholders and public members of the community;
 - b. Complete injury prevention projects based on current data derived from the trauma registry;
 - c. Provide continuing education programs as described below:
 - i. Certification training;
 - ii. Specialty training related to pre-hospital health care management; and
 - iii. Other education programs related to EMS/Trauma Systems;
 - d. Purchase allowable equipment and/or controlled assets as described below:
 - i. Communication;
 - ii. Patient care; and
 - iii. Other equipment as related to EMS/Trauma Systems; and/or
 - e. Additional programs or projects that serve to support and improve the development of the Texas Emergency Health Care System and increase the availability and quality of emergency pre-hospital health care with DSHS approval;
- 2. Ensure that each eligible recipient of the funds is:
 - a. A legal entity organized under Texas statutes and maintains good standing with DSHS and other state and federal programs such as:
 - i. DSHS-licensed EMS providers;
 - ii. DSHS-licensed First Responder Organizations;
 - iii. Regional Advisory Councils;
 - iv. DSHS-approved EMS education organizations; and
 - v. Pre-hospital injury prevention organizations;
 - b. RAC participation will not be a determining factor for distribution of additional funds;
- 3. Not use Contract funds for the following:

ATTACHMENT A-1 FY19 REVISED STATEMENT OF WORK

- a. Projects to attain medical equipment for distribution to organizations that are not DSHS-licensed providers or not licensed First Responder Organizations;
- b. Disposable supplies/equipment (handouts, books, copies, gloves, prescription drugs, etc.);
- c. Administrative costs;
- d. Salaries;
- e. Fringe benefits;
- f. Capital projects;
- g. Travel;
- h. Food;
- i. Indirect costs;
- j. Day-to-day operating expenses (fuel, insurance, loan payments, etc.); and
- k. Stocks, bonds, or land purchases.

II. PERFORMANCE MEASURES

- A. DSHS will monitor Grantee's performance of the requirements in Attachment A-1 and compliance with the Contract's terms and conditions.
- B. Grantee will submit additional reports, as requested by DSHS.
- C. DSHS will inform the Grantee, in writing, of any changes to applicable federal and state laws, rules, regulations, standards, or guidelines. If Grantee is unable to continue its performance due to a change under this section, then Grantee will inform DSHS, in writing, within thirty (30) days of receipt. DSHS may terminate the Contract immediately or within a reasonable period after receiving such notice from Grantee.

III. FUNDING INFORMATION

- A. Grantee must establish and maintain a separate cost center to capture costs incurred for carrying out the activities of each allocation within this Contract as provided below.
- B. Grantee's allocations are as follows:
 1. **EMS/CO**
 - a. \$64,079.00 (One lump sum payment).
 - b. Funds availability term: May 1, 2018, through August 31, 2019.
 2. **EMS/RAC**
 - a. \$22,697.00 (One lump sum payment).
 - b. Funds availability term: May 1, 2018, through August 31, 2019.
 3. **RAC SYSTEMS DEVELOPMENT**
 - a. \$67,739.00 (Amount will be divided into four equal lump sum payments paid quarterly).
 - b. Funds availability term: September 1, 2018, through August 31, 2019.
 4. **EMS/LPG**
 - a. \$7,849.00 (Initial lump sum payment).
 - b. Funds availability term: May 1, 2018, through August 31, 2018.

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IV. INVOICE AND PAYMENT

- A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13). Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 776-7442
EMAIL: invoices@dshs.texas.gov

Grantee must also copy the CMSInvoices@dshs.texas.gov and CMUReg.svcs@dshs.texas.gov mailboxes when submitting the B-13 voucher and required supporting documentation for RAC SYSTEMS DEVELOPMENT reimbursement requests.

- B. DSHS will pay Grantee on a lump sum basis as described below:

1. EMS/CO funds:

Grantee will be paid a lump sum payment of \$64,079.00 approximately thirty (30) days after execution of the Contract.

2. EMS/RAC funds:

Grantee will be paid a lump sum payment of \$22,697.00 approximately thirty (30) days after execution of the Contract.

3. RAC SYSTEMS DEVELOPMENT funds:

a. Grantee will be paid four quarterly lump sum payments of \$16,934.75 based on the following schedule:

- i. A lump sum payment approximately thirty (30) days after September 1, 2018;
- ii. Second quarter lump sum payment approximately thirty (30) days after receipt and approval of the B-13 voucher and Supporting Documentation Report due on December 31, 2018. Supporting Documentation Report should include September 1, 2018, to November 30, 2018, expenditures;
- iii. Third quarter lump sum payment approximately thirty (30) days after receipt and approval of the B-13 voucher and Supporting Documentation Report due *on or after* March 15, 2019, but no later than March 29, 2019. Supporting Documentation Report must include December 1, 2018, to February 28, 2019, expenditures; and
- iv. Fourth quarter lump sum payment approximately thirty (30) days after receipt and approval of the B-13 voucher and Supporting Documentation Report due *on or after* June 15, 2019, but no later than June 28, 2019. Supporting Documentation Report must include March 1, 2019, to May 31, 2019, expenditures.

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4. EMS/LPG funds:

- a. Grantee will be paid a lump sum payment of \$7,849.00 approximately thirty (30) days after the execution of the Contract.

- C. Grantee will return all funds not expended to DSHS no later than thirty (30) days after the end of the Contract term. Contact your Contract Manager for instructions.
- D. Grantee will not be reimbursed more than the total Contract amount without the processing of a written amendment executed by both Parties.
- E. DSHS will distribute funds to maximize the implementation of the Texas EMS/Trauma System. DSHS will monitor Grantee's billing activity on a quarterly basis. If utilization is above or below the Grantee's projected total Contract amount, as provided in the Signature Document of this Contract, Grantee's allocated amount may be subject to an increase or decrease for the remainder of the Contract period. Grantee may be subject to Contract amount increases during the Contract period if Grantee's billing activity exceeds projections and funds are available. Grantee may be subject to Contract amount decreases if Grantee's billing activity is less than projected.
- F. DSHS may pay for additional services as specified in this Contract if provided by Grantee during the term of this Contract (but not otherwise paid during the term of this Contract) if it is in the best interest of the State of Texas and DSHS to do so. If Grantee exceeds the total amount of the Contract, Grantee will continue to submit itemized invoices to DSHS for the services provided. DSHS may pay for these additional services if funds become available later.
- G. If DSHS determines that the Grantee disbursed funds in violation of Health and Safety Code Sections 241.182-185, 773.122 or 780.003-006, then DSHS will not distribute funds to the Grantee for a period of at least one year but not more than three years.

ATTACHMENT A-2 STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES & REQUIREMENTS

A. Emergency Medical Services (EMS)/COUNTY (CO) (EMS/CO)

Grantee will:

1. Notify the Department of State Health Services (DSHS) whether EMS/COUNTY funds will be distributed to EMS providers as an advance or as a reimbursement. Documentation packets for EMS providers which received funds as an advance must be reconciled immediately upon the funds being expended by the EMS provider and Grantee-reconciled packets submitted to DSHS on a quarterly basis;
2. Submit a Distribution Plan on the template located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm> which delineates how the Grantee will distribute funds to eligible EMS providers in the Grantee's trauma service area (TSA) counties to ensure coordination within the appropriate TSA (see Attachment B-1). Upon DSHS receipt, the Distribution Plan shall be incorporated as part of this Contract;
3. Distribute funds as detailed in the most current Distribution Plan on file with DSHS. Any redirection of funds allocated to an EMS provider as documented on the Distribution Plan now being redirected to another EMS provider requires that the Distribution Plan **must** be resubmitted to DSHS for review prior to distributing the funds. Funds not distributed as detailed in the most current Distribution Plan may result in disallowed costs upon the end-of-the-year reconciliation by DSHS Contract Management Section (CMS). **Funds distributed to EMS providers as an advance may not be reduced by the Grantee for the cost of dues, fees and/or services provided by the Grantee and that are billed to the EMS providers;**
4. Prioritize, in the order listed below, EMS provider reimbursements to ensure the viability of the organization in order to ensure continued emergency medical services are provided:
 - a. EMS operational expenses used to maintain the viability of the organization;
 - b. EMS supplies;
 - c. EMS education and training:
 - i. Cost of meals during overnight travel only if EMS personnel are attending meetings and/or conferences that relate to the EMS/COUNTY Grant Program and technical information is being disseminated; and
 - ii. Subgrantee(s) must have travel policies that specify maximum reimbursement limits for meals, lodging, and the mileage rate. Otherwise, the State of Texas travel policies and regulations are applied;
 - d. EMS equipment;
 - e. EMS ambulances (other vehicles may be considered upon request and prior approval by DSHS); and
 - f. EMS communication systems;
5. Ensure Contract funds are not used for the following:

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- a. Buildings or real property, unless Grantee obtains prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval;
 - b. Land;
 - c. Food (other than as specified under A(4)(c)(i));
 - d. Investments (such as stocks, bonds, or mutual funds); and
 - e. Expenses associated with a person or entity that has been hired to affect the outcome of legislation;
6. If necessary, utilize EMS/Regional Advisory Council (RAC) (EMS/RAC) and/or System Development funds to administer the EMS/COUNTY deliverables;
 7. In the event that funds are distributed to EMS providers as an advance, Grantee will submit quarterly **complete, reconciled, and verified accurate** EMS Provider Expenditure Reports on the template located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm>. The EMS Provider Expenditure Report should include the required back-up documentation by the dates included on the Deliverables Reporting Calendar until all EMS Provider Expenditure Reports have been submitted but no later than the final due date on the Deliverables Reporting Calendar. EMS Provider Expenditure Reports not reconciled by DSHS by the date included on the Deliverables Reporting Calendar will result in the EMS provider not being eligible to receive funds in the following Contract term;
 8. In the event funds are distributed to EMS providers as a reimbursement, Grantee will submit **complete, reconciled, and verified accurate** EMS Provider Expenditure Reports on the template located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm> with the required back-up documentation by the date included on the Deliverables Reporting Calendar;
 9. Submit on the template provided by DSHS, located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm>, a complete and accurate EMS Provider Summary Report that lists all EMS providers receiving funds, which aligns with the Distribution Plan on file with DSHS, by the date listed on the Deliverables Reporting Calendar;
 10. Review DSHS' Grant Technical Assistance Guide (GTAG), located online at <https://www.dshs.texas.gov/contracts/gtag.aspx>, for acceptable source documents to support expenditures identified in the EMS Provider Expenditure Report. Acceptable forms of documentation are also listed on the templates;
 11. Respond to the email from the Office of EMS/Trauma Systems (OEMS) and provide a list of the eligible EMS providers that met the RAC's eligibility requirements, participated in performance improvement (PI) activities as requested, and utilized the RAC's regional protocols regarding patient destination and transport;
 12. Comply with the reporting requirements on the most current Deliverables Reporting Calendar, which will be emailed no later than thirty (30) days after the start of the Contract term. The Deliverables Reporting Calendar is incorporated

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herein by reference and made a part of this Contract. The Deliverables Reporting Calendar will include deadlines for all deliverables described herein; and

13. Submit all above required reports/deliverables as well as any additional requested reports to CMUReg.svcs@dshs.texas.gov and Indra.Hernandez@dshs.texas.gov .

B. EMS/RAC

Grantee will:

1. Use funds as provided for in this Contract for the enhancement and delivery of patient care in the Grantee's TSA;
2. Comply with all applicable laws including Health and Safety Code Sections 241.182-185, 773.122, and 780.003-006. If DSHS determines that Grantee disbursed funds to a RAC in violation of Health and Safety Code Sections 241.182-185, 773.122, and 780.003-006 then DSHS may refrain from distributing funds to Grantee for a period of at least one year but not more than three years;
3. Ensure funds are used for the following allowable costs:
 - a. Supplies;
 - b. Operational expenses;
 - c. Education and training;
 - d. Equipment; and
 - e. Communication systems;
4. Ensure funds are not used for the following:
 - a. Vehicles;
 - b. Buildings or real property without prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval;
 - c. Land;
 - d. Investments (such as stocks, bonds, or mutual funds);
 - e. Expenses associated with a person or entity that has been hired to affect the outcome of legislation;
 - f. To fund the salaries of Grantee's Executive Board members or executive officers, as applicable; and
 - g. Food (the cost of meals for RAC staff and/or RAC board members attending meetings and/or conferences that pertain to carrying out activities under the Contract where there is dissemination of technical information is allowable);
5. Submit Supporting Documentation Reports which capture monthly expenditures (i.e., Personnel, Fringe, Travel, Equipment, Supplies, Contractual, Other, and Indirect Costs) as well as programmatic and administrative costs, and program income earned from funds directly associated with this program (i.e., fees or co-pays for services performed, income from the sale of items or services, registration fees collected, etc.). Rebates, refunds, discounts, and adjustments/credits should be treated as applicable credits and not as program income. If supporting documentation is incomplete, it may result in a delay in associated payment;
6. Convene at a minimum, three (3) general membership meetings and provide during the meeting a financial report, which includes funds expended, planned

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- expenditures, and remaining balance. Submit a copy of the financial report and agenda to DSHS. The financial report due dates are as listed on the current Deliverables Reporting Calendar. A general membership meeting should be held within the following time frames:
- a. September 1 to December 31;
 - b. January 1 to April 30; and
 - c. May 1 to August 31;
7. Review DSHS' Grant Technical Assistance Guide (GTAG) located online at: <https://www.dshs.texas.gov/contracts/gtag.aspx> . Grantee will maintain as part of its accounting records and prepare to submit to DSHS within 14 days upon request, the following source documents to support expenditures identified in the Supporting Documentation Reports:
- a. A detailed general ledger specific to this program that identifies and reconciles to costs reported in the Supporting Documentation Reports;
 - b. Timesheets or other record of actual hours worked that reflect an after-the-fact distribution of the actual time spent on each activity, or documentation to support compliance with a substitute timekeeping system previously accepted by DSHS;
 - c. A payroll register, or similar report, that reflects 100% of the gross pay for employees charged to the Contract;
 - d. A labor distribution report, or similar document, that reflects the portion of an employee's gross pay charged to the Contract;
 - e. Vendor invoices for health, dental and similar fringe benefits; quarterly payroll tax reports for Federal Insurance Contributions Act (FICA) and unemployment; and any other pertinent information necessary to support fringe benefits charged to the Contract;
 - f. Travel expense reports (including hotel bills and other applicable receipts) and/or mileage logs and the RAC Travel Policy to support travel costs charged to the Contract;
 - g. Purchase orders, invoices, receiving reports, and any other pertinent source documents for expenses charged to the Contract in the Equipment, Supplies, and Other categories;
 - h. Reimbursement requests, vouchers, or invoices to support costs charged to the Contractual category;
 - i. Evidence of programmatic and financial monitoring efforts (i.e., review/analysis of supporting documentation, reconciliation of costs to general ledger, reports, etc.) on reimbursed subcontractors; and
 - j. Records to support the amount of program income earned from funds directly associated with this program;
8. Comply with the reporting requirements on the most recent Deliverables Reporting Calendar, which will be emailed no later than thirty (30) days after the start of the Contract term. The Deliverables Reporting Calendar is incorporated herein by reference and made a part of this Contract and includes deadlines for all deliverables described herein; and

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9. Submit all above reports/deliverables to CMUReg.svcs@dshs.texas.gov and Indra.Hernandez@dshs.texas.gov .

C. RAC SYSTEMS DEVELOPMENT

*This amendment will be adding RAC Systems Development funds in the amount of **FIFTY-NINE THOUSAND SEVENTY-EIGHT DOLLARS (\$59,078.00)** to the total amount of the Contract for the performance of RAC Systems Development activities as specified in the Statement of Work. As the RAC Systems Development funding has not yet been secured, no RAC Systems Development activities should be performed and no funding requests should be made until you receive a "Notice To Proceed" from the System Agency. The amount added by this amendment for RAC Systems Development activities represents a not-to-exceed amount and the exact amount of the funding available for RAC Systems Development will be specified in the "Notice To Proceed" and may be less than the amount stated above. If the "Notice To Proceed" has not been issued by September 30, 2019, the RAC Systems Development allocation will not be funded.*

Grantee will:

1. Perform activities to develop, implement, and monitor a regional EMS and trauma system plan by facilitating trauma and emergency health care system networking within the Grantee's own TSA or among a group of TSAs throughout Texas;
2. Comply with all applicable laws and regulations established at federal and state levels as these regulations now appear or may be amended during the period of this Contract. Standards and guidelines referenced are those in effect at the beginning date of this Contract and include:
 - a. Texas Health and Safety Code §§780.003-6;
 - b. Texas Health and Safety Code Chapter 773;
 - c. Title 25 Texas Administrative Code §§ 157.123, 157.130 and 157.131;
 - d. Texas Health and Safety Code §§241.182-185;
 - e. Title 25 Texas Administrative Code Chapter 133, Subchapter J; and
 - f. Title 25 Texas Administrative Code Chapter 133, Subchapter K;
3. Assist DSHS, as requested, in identifying critical evacuation issues for Texas hospitals and EMS providers;
4. Participate in state and regional post-incident review activities as requested;
5. Ensure the RAC Chair, or a RAC Executive Board member, and the person completing the Supporting Documentation Reports submitted to DSHS attend any scheduled meetings with the DSHS Program and CMS staff regarding the review of regional system development activities and contractual requirements. DSHS may require the Grantee to travel to Austin, Texas, to attend a meeting;
6. Support the Perinatal Care Region (PCR) within the Grantee's TSA for descriptive and regional planning purposes and not to restrict patient referral:
 - a. Administratively support PCR;
 - b. Ensure the PCR members have fair and equitable representation on the RAC Board;
 - c. The PCR will consider and facilitate transfer agreements through regional coordination; and

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- d. Annually review the written plan to identify all resources available within the PCR for perinatal care including resources for emergency and disaster preparedness, and submit upon request;
7. Ensure the following requirements are in Grantee's RAC bylaws and/or Standard Operating Procedures (SOP) or comparable document. The document must be submitted to DSHS for review and approval:
 - a. An election process, roles and responsibilities, terms of offices, and process for succession and removal of RAC Executive Board members and RAC officers;
 - b. A clearly defined process where the Grantee's Executive Director (ED) or equivalent position that is employed by the Grantee and the RAC Board participate in the approval of the spending plan and expenditures that are to be presented to the general membership;
 - c. DSHS meeting attendance requirements for the RAC Chair and/or an Executive Board member to attend the mandatory RAC Chair meetings in February and August. The bylaws must also specifically include a defined process that discloses and addresses the mandatory attendance requirement to ensure compliance and addresses the removal of the RAC Chair and/or Executive Board member from office for failure to attend the mandatory meetings without prior written DSHS approval;
 - d. A defined process that discloses and addresses all possible conflicts of interest for the RAC Executive Board members, RAC officers, and RAC staff with potential vendors;
 - e. Clearly defined participation requirements for designated hospitals and EMS providers that collectively ensure ongoing regional review of resources, processes, DSHS EMS/Trauma Registry-derived (at minimum) outcome data, and system Performance Improvement meetings;
 - f. A requirement to have job descriptions for each staff person, whether contracted or employed by the Grantee;
 - g. An annual evaluation requirement of staff using pre-determined performance standards related to the responsibilities in the respective job descriptions; and
 - h. The establishment and maintenance of a website for public access to include current information, but not be limited to:
 - i. RAC physical address;
 - ii. RAC hours of operation;
 - iii. Executive Board officers, RAC officers, and staff contact information;
 - iv. RAC meetings (general and special);
 - v. Educational opportunities; and
 - vi. Regional system development activities;
8. Adhere to the following programmatic allowable costs:
 - a. The following eligible expenses are considered programmatic costs. These include but are not limited to:

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- i. Supplies/equipment and costs of personnel for EMS and injury prevention and/or education programs;
 - ii. Costs of personnel, supplies and equipment to conduct trauma-related courses (Trauma Nursing Core Course, Advanced Trauma Life Support, Basic Trauma Life Support, etc.);
 - iii. Updating and sharing with the RAC general membership the regional EMS/Trauma System Plan;
 - iv. Education of the public or trauma care providers about the regional EMS/Trauma System Plan;
 - v. Expenditures or grants to entities related to the delivery of trauma patient care and/or expediting the implementation of the Texas EMS/Trauma System;
 - vi. System PI meetings, newsletters, regional registry, regional communication systems; and
 - vii. Associated travel and registration fees for RAC staff to attend meetings/conferences related to EMS/Trauma Systems;
- 9. Comply with the following funding restrictions:**
- a. Buildings or real property without prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without prior written approval; and
 - b. Expenses associated with membership in business, technical, and professional organizations involved in lobbying are not allowable expenses under this Contract; however, if an organization is not involved in lobbying and the Grantee can demonstrate how membership in a professional/technical organization benefits the DSHS program(s), cost of membership may be allowed with prior approval from DSHS;
- 10. Comply with the following non-allowable costs:**
- a. Food (the cost of meals for RAC staff or RAC board members attending meetings and/or conferences that pertain to carrying out activities under the Contract where there is dissemination of technical information is allowable);
 - b. Land;
 - c. Investments (stocks, bonds, mutual funds, etc.); and
 - d. No more than 20% of the RAC SYSTEMS DEVELOPMENT funds allocated amount may be utilized for administrative costs. Administrative costs are defined as those costs related to the business of the RAC. These include, but may not be limited to:
 - i. Personnel, rent, utilities, office expense (postage, copying, phone), leased office equipment and supplies, mailboxes;
 - ii. Travel to and from required statewide meetings including lodging for the Executive Director (or equivalent) and RAC Executive Board members;
 - iii. Training related to the business functions of the RAC (financial and grant writing, etc.);
 - iv. Professional services (accountant, attorney, auditor);

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- v. Internet access, furniture, and travel for above-mentioned costs; and
 - vi. Costs associated with the administration of the EMS/COUNTY program are allowable expenses under this Contract;
- 11.** Submit Supporting Documentation Reports which capture monthly expenditures (i.e., Personnel, Fringe, Travel, Equipment, Supplies, Contractual, Other, and Indirect Costs) as well as programmatic and administrative costs, and program income earned from funds directly associated with this program (i.e., fees or co-pays for services performed, income from the sale of items or services, registration fees collected, etc.). Rebates, refunds, discounts, and adjustments/credits should be treated as applicable credits and not as program income. If supporting documentation is incomplete, it may result in a delay in associated payment;
- 12.** Convene at a minimum, three (3) general membership meetings and provide during the meeting a financial report, which includes funds expended, planned expenditures, and remaining balance. Submit a copy of the financial report and agenda to DSHS. The financial report due dates are as listed on the current Deliverables Reporting Calendar. A general membership meeting should be held within the following time frames:
- a. September 1 to December 31;
 - b. January 1 to April 30; and
 - c. May 1 to August 31;
- 13.** Submit Final Expenditures and Reports to DSHS. The final reports shall consist of the following:
- a. An Annual Report, on the template provided by DSHS, located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm>, of the Grantee's activities to include:
 - i. Evidence of the uses of the most recently completed year regional injury mortality and morbidity data, from the DSHS EMS/Trauma Registry used in developing the annual needs assessment, as well as a copy of the current Regional Trauma System Plan;
 - ii. Documentation of training to enhance trauma care provided to all entities on the Regional Trauma System Plan;
 - iii. Results of the annual needs assessment; and
 - iv. Evidence of ongoing system PI;
 - b. An Annual Participation Report which includes a list of participation on regional local committees for development/maturation of the regional system for the following:
 - i. Designated hospitals and hospitals seeking designation;
 - ii. EMS providers;
 - iii. Recognized First Responder Organizations; and
 - iv. Any other stakeholders;
 - c. A Final Supporting Documentation Report that includes September 1, 2019, to August 31, 2020, expenditures; and
 - d. A Final Narrative describing specifically how the funds were utilized to enhance and improve the delivery of EMS and trauma patient care in the region served;

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- 14.** Review DSHS' Grant Technical Assistance Guide (GTAG) located online at: <https://www.dshs.texas.gov/contracts/gtag.aspx>. Grantee will maintain as part of its accounting records and prepare to submit to DSHS within 14 days upon request, the following source documents to support expenditures identified in the Supporting Documentation Reports:
- a. A detailed general ledger specific to this program that identifies and reconciles to costs reported in the Supporting Documentation Reports;
 - b. Timesheets or other record of actual hours worked that reflect an after-the-fact distribution of the actual time spent on each activity, or documentation to support compliance with a substitute timekeeping system previously accepted by DSHS;
 - c. A payroll register, or similar report, that reflects 100% of the gross pay for employees charged to the Contract;
 - d. A labor distribution report, or similar document, that reflects the portion of an employee's gross pay charged to the Contract;
 - e. Vendor invoices for health, dental and similar fringe benefits; quarterly payroll tax reports for Federal Insurance Contributions Act (FICA) and unemployment; and any other pertinent information necessary to support fringe benefits charged to the Contract;
 - f. Travel expense reports (including hotel bills and other applicable receipts) and/or mileage logs and the RAC Travel Policy to support travel costs charged to the Contract;
 - g. Purchase orders, invoices, receiving reports, and any other pertinent source documents for expenses charged to the Contract in the Equipment, Supplies, and Other categories;
 - h. Reimbursement requests, vouchers, or invoices to support costs charged to the Contractual category;
 - i. Evidence of programmatic and financial monitoring efforts (i.e., review/analysis of supporting documentation, reconciliation of costs to general ledger, reports, etc.) on reimbursed subgrantees; and
 - j. Records to support the amount of program income earned from funds directly associated with this program;
- 15.** Comply with the reporting requirements on the most recent Deliverables Reporting Calendar, which will be emailed to Grantee no later than thirty (30) days from the start of the Contract term and is incorporated herein by reference and made a part of this Contract. The Deliverables Reporting Calendar will include deadlines for all deliverables described herein; and
- 16.** Submit all above reports/deliverables to CMUReg.svcs@dshs.texas.gov and Indra.Hernandez@dshs.texas.gov.

D. EMS/LOCAL PROJECT GRANT (LPG)

Grantee will:

- 1.** Be allowed to choose to complete any of the following projects within the first four months of the Contract term (May 1, 2019, through August 31, 2019). Project

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Spending Plans must be submitted to CMUReg.svcs@dshs.texas.gov and Indra.Hernandez@dshs.texas.gov for approval prior to expending funds.

- a. Promote and conduct Bleeding Control (BCon) courses for stakeholders and public members of the community;
 - b. Complete injury prevention projects based on current data derived from the trauma registry;
 - c. Provide continuing education programs as described below:
 - i. Certification training;
 - ii. Specialty training related to pre-hospital health care management; and
 - iii. Other education programs related to EMS/Trauma Systems;
 - d. Purchase allowable equipment and/or controlled assets as described below:
 - i. Communication;
 - ii. Patient care; and
 - iii. Other equipment as related to EMS/Trauma Systems; and/or
 - e. Additional programs or projects that serve to support and improve the development of the Texas Emergency Health Care System and increase the availability and quality of emergency pre-hospital health care with DSHS approval;
2. Ensure that each eligible recipient of the funds is:
- a. A legal entity organized under Texas statutes and maintains good standing with DSHS and other state and federal programs such as:
 - i. DSHS-licensed EMS providers;
 - ii. DSHS-licensed First Responder Organizations;
 - iii. Regional Advisory Councils;
 - iv. DSHS-approved EMS education organizations; and
 - v. Pre-hospital injury prevention organizations;
 - b. RAC participation will not be a determining factor for distribution of additional funds;
3. Not use Contract funds for the following:
- a. Projects to attain medical equipment for distribution to organizations that are not DSHS-licensed providers or not licensed First Responder Organizations;
 - b. Disposable supplies/equipment (handouts, books, copies, gloves, prescription drugs, etc.);
 - c. Administrative costs;
 - d. Salaries;
 - e. Fringe benefits;
 - f. Capital projects;
 - g. Travel;
 - h. Food;
 - i. Indirect costs;
 - j. Day-to-day operating expenses (fuel, insurance, loan payments, etc.); and
 - k. Stocks, bonds, or land purchases.

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II. GENERAL RESPONSIBILITIES

Grantee will:

1. Provide DSHS with current 24/7 contact information for the RAC Chair, Vice-Chair, Executive Director or comparable, and Executive Board members within five (5) business days of any change to the roster;
2. Serve as a point of contact for disseminating communications from DSHS to all Grantee's RAC members;
3. Ensure Grantee's RAC Chair, Executive Board member, or Executive Director attend all Office of EMS/Trauma Systems Coordination RAC Chair meetings as directed by DSHS. The RAC Chair or an Executive Board member is required to attend two mandatory meetings, scheduled in February and August. If the Grantee is unable to have appropriate representation at the required meetings, a waiver request with justification for not meeting this contractual requirement must be submitted in writing to DSHS two days prior to the meeting for approval;
4. Submit a list of all Board Members & Executive Officers which includes their term in office, if applicable;
5. Submit a "Board Members & Executive Officers Responsibilities Attestation Form" annually. The form provided by DSHS, located at <http://www.dshs.texas.gov/emstraumasystems/formsresources.shtm>, should be signed by all members which acknowledges their personal accountability for Contract funds and affirms that they viewed the DSHS "What Every Non-Profit Board Member Needs To Know" training prior to signing the form. The dates of the signatures must be within the Contract term. Members added after the signed Attestation Form is submitted must complete the online training, and submit a completed attestation form within sixty (60) calendar days of assuming office;
6. Respond to all surveys requested by DSHS in the specified time frame and if applicable, on the template provided;
7. Initiate the purchase of all EMS/RAC and RAC SYSTEMS DEVELOPMENT equipment and supplies defined as Controlled Assets, pre-approved in writing by DSHS, on or before **July 1, 2020**. Failure to timely initiate the purchase of equipment and Controlled Assets may result in disallowed costs. *Exception: Section D: EMS/LPG: All funds must be expended on or before August 31, 2019. Funds expended after August 31, 2019, will be disallowed;*
8. Maintain an inventory of equipment, supplies defined as Controlled Assets, and real property and submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to the assigned System Agency contract manager by email not later than October 15 of each year:
 - a. Controlled Assets include firearms, regardless of the acquisition cost, and assets with an acquisition cost of \$500 or more, but less than \$5,000; and
 - b. Controlled Assets consist of desktop and laptop computers (including notebooks, tablets and similar devices); non-portable printers and copiers; emergency management equipment; communication devices and systems; medical and laboratory equipment; and media equipment. Controlled Assets are considered Supplies; and

ATTACHMENT A-2 STATEMENT OF WORK

9. At the expiration or termination of this Contact for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to DSHS. Title may be transferred to any other party designated by DSHS. DSHS may, at its option and to the extent allowed by law, transfer the reversionary interest in such property to Grantee.

III. PERFORMANCE MEASURES

- A. DSHS will monitor Grantee's performance of the requirements in Attachment A-2 and compliance with the Contract's terms and conditions.
- B. Grantee will submit additional reports, as requested by DSHS.
- C. DSHS will inform the Grantee, in writing, of any changes to applicable federal and state laws, rules, regulations, standards, or guidelines. If Grantee is unable to continue its performance due to a change under this section, then Grantee will inform DSHS, in writing, within thirty (30) days of receipt. DSHS may terminate the Contract immediately or within a reasonable period after receiving such notice from Grantee.

IV. FUNDING INFORMATION

- A. Grantee must establish and maintain a separate cost center to capture costs incurred for carrying out the FY20 activities for each allocation within this Contract as provided below.
- B. Grantee's allocations are as follows:
 1. **EMS/CO**
 - a. \$53,519.00 (One lump sum payment).
 - b. Funds availability term:
 - i. May 1, 2019, through June 30, 2020, if funds are distributed as an advance to the EMS providers; or
 - ii. May 1, 2019, to July 31, 2020, if funds are distributed as a reimbursement.
 2. **EMS/RAC**
 - a. \$21,446.00 (One lump sum payment).
 - b. Funds availability term: May 1, 2019, through August 31, 2020.
 3. **RAC SYSTEMS DEVELOPMENT**
 - a. Funds not available until "Notice To Proceed" is received.
 - b. \$59,078.00 (Amount will be divided into four equal lump sum payments paid quarterly).
 - c. Funds availability term: September 1, 2019, through August 31, 2020.
 4. **EMS/LPG**
 - a. \$8,746.00 (One lump sum payment).
 - b. Funds availability term: May 1, 2019, through August 31, 2019.

V. INVOICE AND PAYMENT

- A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13). Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

ATTACHMENT A-2 STATEMENT OF WORK

Department of State Health Services
Claims Processing Unit, MC 1940
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 776-7442
EMAIL: invoices@dshs.texas.gov

Grantee must also copy the CMSInvoices@dshs.texas.gov, CMUReg.svcs@dshs.texas.gov, and Indra.Hernandez@dshs.texas.gov mailboxes when submitting the B-13 voucher and required supporting documentation for RAC SYSTEMS DEVELOPMENT reimbursement requests.

B. DSHS will pay Grantee on a lump sum basis as described below:

1. EMS/CO funds:

Grantee will be paid a lump sum payment of \$53,519.00, approximately thirty (30) days after May 1, 2019.

2. EMS/RAC funds:

Grantee will be paid a lump sum payment of \$21,446.00 approximately thirty (30) days after May 1, 2019.

3. RAC SYSTEMS DEVELOPMENT funds:

a. Upon receipt of "Notice To Proceed," Grantee will be paid four quarterly lump sum payments of \$14,769.50 based on the following schedule:

- i. First quarter lump sum payment approximately thirty (30) days after September 1, 2019.
- ii. Second quarter lump sum payment approximately thirty (30) days after receipt and approval of the B-13 voucher and Supporting Documentation Report due *on or after* December 15, 2019, but no later than December 31, 2019. Supporting Documentation Report ***must*** include September 1, 2019, to November 30, 2019, expenditures;
- iii. Third quarter lump sum payment approximately thirty (30) days after receipt and approval of the B-13 voucher and Supporting Documentation Report due *on or after* March 15, 2020, but no later than March 31, 2020. Supporting Documentation Report ***must*** include December 1, 2019, to February 29, 2020, expenditures; and
- iv. Fourth quarter lump sum payment approximately thirty (30) days after receipt and approval of the B-13 voucher and Supporting Documentation Report due *on or after* June 15, 2020, but no later than June 30, 2020. Supporting Documentation Report ***must*** include March 1, 2020, to May 31, 2020, expenditures.

4. EMS/LPG funds:

Grantee will be paid a lump sum payment of \$8,746.00 approximately thirty (30) days after May 1, 2019.

ATTACHMENT A-2 STATEMENT OF WORK

- C.** Grantee will return all funds not expended to DSHS no later than thirty (30) days after the end of the Contract term. Contact your Contract Manager for instructions.
- D.** Grantee will not be reimbursed more than the total Contract amount without the processing of a written amendment executed by both Parties.
- E.** DSHS will distribute funds to maximize the implementation of the Texas EMS/Trauma System. DSHS will monitor Grantee's billing activity on a quarterly basis. If utilization is above or below the Grantee's projected total Contract amount, as provided in the Signature Document to this Contract, Grantee's allocated amount may be subject to an increase or decrease for the remainder of the Contract period. Grantee may be subject to Contract amount increases during the Contract period if Grantee's billing activity exceeds projections and funds are available. Grantee may be subject to Contract amount decreases if Grantee's billing activity is less than projected.
- F.** DSHS may pay for additional services as specified in this Contract if provided by Grantee during the term of this Contract (but not otherwise paid during the term of this Contract) if it is in the best interest of the State of Texas and DSHS to do so. If Grantee exceeds the total amount of the Contract, Grantee will continue to submit itemized invoices to DSHS for the services provided. DSHS may pay for these additional services if funds become available later.
- G.** If DSHS determines that the Grantee disbursed funds in violation of Health and Safety Code Sections 241.182-185, 773.122 or 780.003-006, then DSHS will not distribute funds to the Grantee for a period of at least one year but not more than three years.

ATTACHMENT B-1
EMS Trauma Care System Account
FY 2019 Eligible EMS Providers

Deep East Texas Regional Advisory Council (RAC)

| | |
|-----------------|-----------------|
| Angelina | \$11,424 |
|-----------------|-----------------|

City of Lufkin Fire Department

| | |
|--------------------|-----------------|
| Nacogdoches | \$11,680 |
|--------------------|-----------------|

Nacogdoches County EMS

| | |
|-------------|-----------------|
| Polk | \$12,508 |
|-------------|-----------------|

Lonestar Ambulance 1, LLC dba Allegiance Mobile Health
(AmeriCare EMS Polk County LLC dba AmeriCare EMS-Polk County)

| | |
|---------------|----------------|
| Sabine | \$5,429 |
|---------------|----------------|

Sabine County EMS (Sabine County Hospital District)

| | |
|----------------------|----------------|
| San Augustine | \$5,832 |
|----------------------|----------------|

San Augustine City-Co Hosp Dist dba San Augustine County EMS

| | |
|--------------------|----------------|
| San Jacinto | \$6,646 |
|--------------------|----------------|

Lonestar Ambulance 1, LLC dba Allegiance Mobile Health

| | |
|-----------------------------|-----------------|
| Total Dollar Amount: | \$53,519 |
|-----------------------------|-----------------|